

WHEREAS, the Employee is represented by The Law Offices of Timothy D. Welborn, Winston-Salem, North Carolina, Timothy Welborn appearing, and the Employer and Servicing Agent are represented by the Kestenbaum Law Firm, Durham, North Carolina, Jane Kestenbaum appearing; and

WHEREAS, the Employee, Employer, and Servicing Agent feel that it is in the best interests of the parties to have finality of litigation in these matters, and to that end desire to compromise and settle all matters in controversy among themselves, without the necessity of any hearing before the North Carolina Industrial Commission, subject to the

approval of said Commission, as by law provided.

NOW, THEREFORE, notwithstanding the controversy between the Employee and the Defendants, and in specific recognition of the need for finality in the litigation, and in consideration of the things hereinabove received as having been done and the things hereinafter agreed to be done and the mutual agreements on the part of each of the parties, it is agreed as follows:

1. The Employer and Servicing Agent agree to pay or cause to be paid to Employee and without commutation, the lump sum of ONE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) in full and final settlement of all compensation due or to become due under and by virtue of the North Carolina Workers' Compensation Act for the claim that is subject to this agreement.

2. Whereas, for purposes of Social Security Disability offset, the Employee was born on [redacted] and is 55 years of age as of the execution of this agreement, and according to the mortality table contained in N.C.G.S. § 8-46 has a remaining life expectancy of 25.1 years.

The Employee contends that she is unable to work in competitive employment which is available in significant numbers in the local and regional economy since March 5, 2014 and will continue to be unable to do so for the period of her life expectancy. The parties acknowledge and represent that this settlement agreement forecloses the possibility of future payment of wage loss and medical compensation or other workers' compensation benefits, but is not intended to constitute an admission of liability as to the causation or liability as to the conditions specified above. The payments under this

agreement are intended as compensation for injuries or sickness within the meaning of section 104A-1 of the Internal Revenue Code. In this regard, no Form 1099 would be issued for any sums paid hereunder.

The settlement amount of \$175,000.00 is to be paid in one lump sum. From the settlement amount of \$175,000.00, attorney's fees in the amount of \$43,750.00 are to be subtracted, subject to the approval of the North Carolina Industrial Commission. The remaining \$131,250.00 is attributed as being prorated over the period of 25.1 years from the date of this Agreement, for an attributed rate of \$435.76 per month.

3. The Employer and Servicing Agent will pay, or cause to be paid, any authorized medical bills, incurred as the result of the Employee's accepted and compensable injuries up to the date of this agreement and no further. However, the Employer and Servicing Agent will not pay any unauthorized medical expenses as part of the negotiated settlement at mediation. These medical expenses, if any, will be paid by the Employee after negotiation with the medical providers. A list of all known medical expenses related to the claim is attached hereto and incorporated herein by reference as Exhibit A.

In recognition and in consideration of the interests of the parties who have paid the medical expenses of the Employee, the parties represent that the positions of the respective parties to the Agreement are reasonable as to the payment of medical expenses. The Employee will notify the healthcare providers of any unauthorized, unpaid medical expenses, in writing, of her responsibility to pay any unpaid medical expenses as set forth in Exhibit A attached hereto, pursuant to 04 NCAC 10A.0502(b)(6). Any unpaid,

unauthorized medical expenses will be paid by the Employee in accordance with the fee schedule after approval of said medical expenses by the North Carolina Industrial Commission. The parties hereby acknowledge that the issue of payment of medical expenses is a material element to the Employer and Servicing Agent entering into this agreement.

4. Whereas, it is not the intention of the parties to this Settlement Agreement to shift responsibility for future medical treatment that the Employee may need to Medicare at some future time. In considering these issues, the parties specifically considered the fact that the Employee has applied for Social Security Disability benefits, her application has been denied, and she is awaiting further determination regarding her application. She is not currently a Medicare beneficiary. Additionally, the Employer and Servicing Agent strongly contend that the Employee's alleged current medical and mental health conditions, if any, are pre-existing and/or idiopathic and not related to the remote accidental fall. Accordingly, the parties have reasonably considered the interest of Medicare in reviewing all medical records related to this matter and have in good faith determined that no allocation is needed, and therefore, no Medicare Set Aside has been established.

5. The Employer and Servicing Agent agree to pay or cause to be paid the costs of this proceeding before the North Carolina Industrial Commission.

6. It is understood and agreed by the Employee that in making this Agreement, she was not influenced by any representations or statements regarding her condition, the nature of her injuries, or any other matters concerning her claim before the North Carolina

Industrial Commission, made by any person, firm, corporation, physician, or surgeon acting for or on behalf of the Employer or Servicing Agent; that the facts in connection with her employment and with her alleged accidental injury and impaired physical condition, if any, are fully known, understood and comprehended by the Employee, and that her rights under the Workers' Compensation Act are thoroughly and completely understood by her. In making this Agreement, the parties hereto understand that the Employee's condition as a result of her alleged injury may be permanent, recurrent and progressive, and in making this Agreement it is understood that the sum of money paid herein and other agreements recited above are in full and final settlement of all claims of the Employee against the Employer and Servicing Agent as to claims under the North Carolina Workers' Compensation Act, including future medical expenses, change of condition and/or death benefits. The parties expressly waive the right, if any, to set aside this Settlement Agreement should the medical opinions made orally to the Employee by his health care providers, expressed in this Agreement, and/or in the medical records prove to be in error. Further, the parties agree that this Agreement may not be set aside on the grounds that further or additional medical information or records exist or could be acquired. The parties affirmatively represent to the Industrial Commission that they have each had the opportunity and ability to obtain the medical and other records necessary to appropriately evaluate this claim and to enter into this Settlement Agreement.

7. The Employee agrees to accept the sums herein agreed to be paid to her or on her behalf, in full, final and complete settlement and satisfaction of any past, present and future claims, demands, suits, actions or rights of action of whatsoever nature and

kind, which the said Employee now has or may hereinafter have or claim to have on account of the alleged accidental injury or occupational disease of March 5, 2014. It is the sense of the agreement that the said sums so agreed to be paid shall be accepted in full settlement and satisfaction of all claims arising out of the alleged accidental injury or occupational disease on March 5, 2014, whether presently existing, or presently known, or whether hereinafter existing, appearing or otherwise, and whether by virtue of things now existing or by change of conditions hereinafter. However, it is further agreed that no rights other than those arising under the provisions of the Workers' Compensation Act are compromised or released. The Employee knowingly and intentionally waives any right she may hereafter have to claim any medical expenses or indemnity compensation for the alleged injuries which are the subject of this agreement.

8. The parties to this agreement hereby waive any hearing before the North Carolina Industrial Commission, and in presenting this agreement for approval, they represent that they have made available to the Commission with said agreement all medical information presently in their possession concerning the Employee's physical condition.

9. This agreement is made expressly subject to the approval of the North Carolina Industrial Commission and to the provisions of the North Carolina Workers' Compensation Act, and the same shall be binding upon the parties to this agreement only if and when the same shall have been submitted to and approved by said Commission either by the endorsement of its approval hereon or by the issuance of its award approving the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and Employee has adopted as her seal the "Seal" appearing beside her signature, all as of the day and year first above written.

Lora Vickers (Seal)
LORA VICKERS, EMPLOYEE

STATE OF NORTH CAROLINA

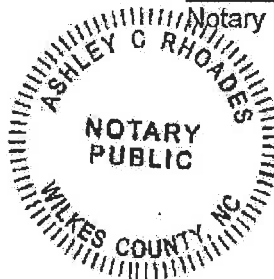
COUNTY OF Wilkes

I, Ashley C. Rhoades, a Notary Public in and for said County and State, do hereby certify that LORA VICKERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this, the 3 day of April, 2016.

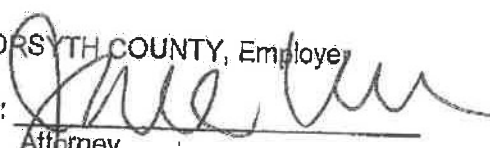
Ashley C. Rhoades
Notary Public

My Commission Expires:
July 13, 2018



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FORSYTH COUNTY, Employer

By: 
Attorney

PMA COMPANIES, Servicing Agent

By: 
Attorney

By: 

Jane Kestenbaum
NC State Bar No. 16459
Attorney for Employer
Kestenbaum Law Firm
P.O. Box 51939
Durham, North Carolina 27717
(919) 459-2366

Consented to by:
The Law Offices of Timothy Welborn, P.A.

By: 

Mr. Timothy Welborn
NC State Bar No.
Attorney for Employee
The Law Offices of Timothy Welborn, P.A.
114 North Marshall Street
Winston-Salem, NC 27101
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